

Ryan Gile, Esq.
rg@gilelawgroup.com
 Nevada Bar No. 8807
GILE LAW GROUP, LTD.
 1180 N. Town Center Drive, Suite 100
 Las Vegas, NV 89144
 Tel. (702) 703-7288

Attorney for Defendants
Tomer Itzhaki and VH Las Vegas, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSEPH MARCHAL, derivatively on behalf
 of Nominal Defendant ELDAN VEGAS HOT,
 LLC, a Nevada limited liability company;

Plaintiff,

v.

JSR Wellness LLC, a Nevada limited liability
 company; Kekoanui Quipotla, a Nevada
 resident; Jessica Hood, a Nevada resident;
 Caitlin Perry, a Nevada resident; Tomer
 Itzhaki, a Nevada resident; and VH Las Vegas,
 LLC, a Nevada limited liability company;

Defendants.

And ELDAN VEGAS HOT, LLC, a Nevada
 limited liability company,

Nominal Defendant.

Case 2:21-cv-01770-CDS-NJK

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth below, that this
2 Stipulated Protective Order *does not* entitle them to file confidential information under seal.

3 LR IA 10-5 sets forth the procedures that must be followed and the standards that will be
4 applied when a party seeks permission from the court to file material under seal.

5 **2. DEFINITIONS**

6 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.

8 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
9 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
10 of Civil Procedure 26(c).

11 2.3 Counsel (without qualifier): Outside Counsel of Record (as well as their support
12 staff).

13 2.4 Designating Party: a Party or Non-Party that designates information or items that it
14 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

16 2.5 Disclosure or Discovery Material: all items or information, regardless of the
17 medium or manner in which it is generated, stored, or maintained (including, among other things,
18 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
19 responses to discovery in this matter.

20 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
21 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or
22 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s
23 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or
24 of a Party’s competitor.

25 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
26 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another
27 Party or Non-Party would create a substantial risk of competitive or business harm to the
28 Designating Party that cannot be avoided by less restrictive means.

2.11 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.8 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.9 Party: any party to this action, including all of its officers, directors, employees, and their agents such as and Outside Counsel of Record (and their support staffs).

2.10 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.11 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.12 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.13 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained

1 the information lawfully and under no obligation of confidentiality to the Designating Party. Any
2 use of Protected Material at trial shall be governed by a separate agreement or order.

3 **4. DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations imposed by this
5 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
6 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims
7 and defenses in this action, with or without prejudice; and (2) final judgment herein after the
8 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
9 including the time limits for filing any motions or applications for extension of time pursuant to
10 applicable law.

11 **5. DESIGNATING PROTECTED MATERIAL**

12 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
13 or Non-Party that designates information or items for protection under this Order must take care
14 to limit any such designation to specific material that qualifies under the appropriate standards. If
15 it comes to a Designating Party's attention that information or items that it designated for
16 protection do not qualify for protection at all or do not qualify for the level of protection initially
17 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the
18 mistaken designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
20 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
21 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
22 designated before the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents,
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
26 Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
27 EYES ONLY" to each page that contains protected material. A Party or Non-Party that makes
28 original documents or materials available for inspection need not designate them for protection

1 until after the inspecting Party has indicated which material it would like copied and produced.
2 During the inspection and before the designation, all of the material made available for inspection
3 shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
4 inspecting Party has identified the documents it wants copied and produced, the Producing Party
5 must determine which documents, or portions thereof, qualify for protection under this Order.
6 Then, before producing the specified documents, the Producing Party must affix the appropriate
7 legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”)
8 to each page that contains Protected Material. If only a portion or portions of the material on a
9 page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
10 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level
11 of protection being asserted.

12 (b) for testimony given in deposition or in other pretrial or trial proceedings,
13 that the Designating Party identify on the record, before the close of the deposition, hearing, or
14 other proceeding, all protected testimony and specify the level of protection being asserted. When
15 it is impractical to identify separately each portion of testimony that is entitled to protection and it
16 appears that substantial portions of the testimony may qualify for protection, the Designating Party
17 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right
18 to have up to 21 days to identify the specific portions of the testimony as to which protection is
19 sought and to specify the level of protection being asserted. Only those portions of the testimony
20 that are appropriately designated for protection within the 21 days shall be covered by the
21 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
22 the deposition or up to 21 days afterwards if that period is properly invoked, that the entire
23 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.”

25 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
26 other proceeding to include Protected Material so that the other parties can ensure that only
27 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
28 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition

1 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
2 – ATTORNEYS’ EYES ONLY.”

3 Transcripts containing Protected Material shall have an obvious legend on the title page
4 that the transcript contains Protected Material, and the title page shall be followed by a list of all
5 pages (including line numbers as appropriate) that have been designated as Protected Material and
6 the level of protection being asserted by the Designating Party. The Designating Party shall inform
7 the court reporter of these requirements. Any transcript that is prepared before the expiration of a
8 21-day period for designation shall be treated during that period as if it had been designated
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
10 agreed. After the expiration of that period, the transcript shall be treated only as actually
11 designated.

12 (c) for information produced in some form other than documentary and for any
13 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
14 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
15 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
16 the information or item warrant protection, the Producing Party, to the extent practicable, shall
17 identify the protected portion(s) and specify the level of protection being asserted.

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
19 designate qualified information or items does not, standing alone, waive the Designating Party’s
20 right to secure protection under this Order for such material. Upon timely correction of a
21 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
22 in accordance with the provisions of this Order.

23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
25 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
26 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
27 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
28

1 challenge a confidentiality designation by electing not to mount a challenge promptly after the
2 original designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
4 by providing written notice of each designation it is challenging and describing the basis for each
5 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
6 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
7 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
8 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
9 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
10 Party must explain the basis for its belief that the confidentiality designation was not proper and
11 must give the Designating Party an opportunity to review the designated material, to reconsider
12 the circumstances, and, if no change in designation is offered, to explain the basis for the chosen
13 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
14 has engaged in this meet and confer process first or establishes that the Designating Party is
15 unwilling to participate in the meet and confer process in a timely manner.

16 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
17 intervention, and if the Designating Party does not withdraw the designation within 21 days of the
18 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
19 will not resolve their dispute, whichever is earlier, the Challenging Party may move the Court at
20 any time thereafter for an order requiring the withdrawal of the designation of the Discovery
21 Material as Confidential Material. Each such motion must be accompanied by a certification
22 affirming that the movant has complied with the meet and confer requirements of LR IA 1-3(f).
23 In addition, the Challenging Party may file a motion challenging a confidentiality designation at
24 any time if there is good cause for doing so, including a challenge to the designation of a deposition
25 transcript or any portions thereof. Any motion brought pursuant to this provision must be
26 accompanied by a competent declaration affirming that the movant has complied with the meet
27 and confer requirements imposed by the preceding paragraph.
28

The burden of persuasion regarding a designation of confidentiality in any such challenge proceeding before the Court shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. All Parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner¹ that ensures that access is limited to the persons authorized under this Order.

To the extent Protected Material was exchanged between the parties prior to and apart from this litigation for the purposes of conducting their respective businesses, the parties may continue to use that otherwise Protected Material for that purpose.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

¹ It may be appropriate under certain rare circumstances to require the Receiving Party to store any electronic Protected Material in password-protected form.

(b) the officers, directors, and employees of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court, officers of the Court, or Court personnel involved in this action (including court reporters and persons operating video recording equipment at depositions);

(e) professional jury or trial consultants and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the Court, officers of the Court, or Court personnel involved in this action (including court reporters and persons operating video recording equipment at depositions);

(d) professional jury or trial consultants and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection

1 in that court of its confidential material – and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
3 another court.

4 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
5 **THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by a Non-
7 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with
9 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
10 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to produce
12 a Non-Party’s confidential information in its possession, and the Party is subject to an agreement
13 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

14 1. promptly notify in writing the Requesting Party and the Non-Party
15 that some or all of the information requested is subject to a confidentiality agreement with a Non-
16 Party;

17 2. promptly provide the Non-Party with a copy of the Stipulated
18 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
19 description of the information requested; and

20 3. make the information requested available for inspection by the Non-
21 Party.

22 (c) If the Non-Party fails to object or seek a protective order from this court
23 within 14 days of receiving the notice and accompanying information, the Receiving Party may
24 produce the Non-Party’s confidential information responsive to the discovery request. If the Non-
25 Party timely seeks a protective order, the Receiving Party shall not produce any information in its
26 possession or control that is subject to the confidentiality agreement with the Non-Party before a
27
28

determination by the Court.² Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

Nothing within this Order will prejudice the right of any party to object to the inadvertent production of any discovery material on the grounds that the material is protected as privileged or as attorney work product. When a Producing Party gives notice to a Receiving Party that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Party are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

² The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

~~12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in this action any Protected Material. A Party that seeks to file under seal any order issued concurrently herewith must comply with LR IA 10-5. Protected Material may only be filed under seal~~

~~pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to LR IA 10-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to LR IA 10-5 is denied by the court, then the Receiving Party may file the Protected Material in the public record unless otherwise instructed by the court.~~

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such Protected Material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Upon written request by a Producing Party, a Party or its counsel shall certify compliance with this provision in writing to counsel for the Producing Party. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials

1 contain Protected Material. Any such archival copies that contain or constitute Protected Material
2 remain subject to this Protective Order as set forth in Section 4 (DURATION).

3
4 **IT IS SO AGREED AND STIPULATED:**

5 DATED: July 7, 2022

DATED: July 7, 2022

6 SNELL & WILMER L.L.P.

LIPSON NEILSON P.C.

7 /s/ Charles E. Gianelloni
8 Blakeley E. Griffith (NV Bar No. 12386)
9 Charles E. Gianelloni (NV Bar No. 12747)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone: 702.784.5200

/s/ Megan H. Thongkham
Megan H. Thongkham (NV Bar No. 12404)
Kaleb D. Anderson (NV Bar No. 7582)
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
Telephone: 702.382.1500

10 John J. Dabney (*admitted pro hac vice*)
11 Mary D. Hallerman (*admitted pro hac vice*)
2001 K Street N.W., Suite 425 North
12 Washington, D.C. 20006
Telephone: 202.756.1030

*Attorneys for JSR Wellness LLC, Kekoanui
Quipotla, Jessica Hood and Caitlin Perry*

13 *Attorneys for Plaintiff Joseph Marchal*

DATED: July 7, 2022

GILE LAW GROUP LTD.

16 /s/ Ryan Gile
17 Ryan Gile (NV Bar No. 8807)
1180 North Town Center Drive, Suite 100
18 Las Vegas, NV 89144
Telephone: 702.703.7288

*Attorneys for Tomer Itzhaki and VH Las
Vegas, LLC*

22 **IT IS SO ORDERED:**

23
24 
UNITED STATES MAGISTRATE JUDGE

25 DATED: July 8, 2022
26
27
28

EXHIBIT A

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSEPH MARCHAL, derivatively on behalf
of Nominal Defendant ELDAN VEGAS
HOT, LLC, a Nevada limited liability
company;
Plaintiff,
v.
JSR Wellness LLC, a Nevada limited liability
company; Kekoanui Quipotla, a Nevada
resident; Jessica Hood, a Nevada resident;
Caitlin Perry, a Nevada resident; Tomer
Itzhaki, a Nevada resident; and VH Las
Vegas, LLC, a Nevada limited liability
company;
Defendants.
And ELDAN VEGAS HOT, LLC, a Nevada
limited liability company,
Nominal Defendant.

Case 2:21-cv-01770-CDS-NJK

**ACKNOWLEDGEMENT AND
AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the District of Nevada on
_____ in the case of *Marchal v. JSR Wellness LLC et al*, Case 2:21-cv-
01770-CDS-NJK (D. Nev.)

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order. I further agree to submit to the
jurisdiction of the United States District Court for the District of Nevada for the purpose of

1 enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings
2 occur after termination of this action.

3 Printed name: _____

4 Signature: _____

5 Date: _____

6 City/State: _____
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28